

**CLAIM FOR DAMAGE,
INJURY, OR DEATH****INSTRUCTIONS:** Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions.FORM APPROVED
OMB NO. 1105-0008

1. Submit to Appropriate Federal Agency: U.S. Environmental Protection Agency Attn: Gold King Mine Release (A8K9) Claims 1595 Wynkoop ST (MC-8RC) Denver, CO 80202-1129		2. Name, address of claimant, and claimant's personal representative if any. (b)(6)	
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input type="checkbox"/> CIVILIAN	4. DATE OF BIRTH (b)(6)	5. MARITAL STATUS (b)(6)	6. DATE AND DAY OF ACCIDENT 8/20 - 8/25/15
7. TIME (A.M. OR P.M.)			
8. BASIS OF CLAIM (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof. Use additional pages if necessary). Due to the spill we had to cancel our vacation and house boat, sporting equipment, Jet ski, and airline tickets on the vacation we had planned for over a year ago. I am looking for reimbursement of airline ticket since we paid for them and did not have insurance on the tickets. Please see attached. This was an unsafe place to go under the current situation of the spill.			
9. NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, Street, City, State, and Zip Code).			
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF THE DAMAGE AND THE LOCATION OF WHERE THE PROPERTY MAY BE INSPECTED. (See instructions on reverse side). Duplicate 8/29/15			
10. PERSONAL INJURY/WRONGFUL DEATH			
STATE THE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE THE NAME OF THE INJURED PERSON OR DECEDENT. my damage is \$ 1,221.60 for three airline tickets.			
11. WITNESSES			
NAME		ADDRESS (Number, Street, City, State, and Zip Code)	
12. (See instructions on reverse).			
AMOUNT OF CLAIM (in dollars)			
12a. PROPERTY DAMAGE	12b. PERSONAL INJURY	12c. WRONGFUL DEATH	12d. TOTAL (Failure to specify may cause forfeiture of your rights).
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE INCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL. (b)(6)			
13a. (b)(6)		13b. PHONE NUMBER OF PERSON SIGNING FORM (b)(6)	14. DATE OF SIGNATURE 8/20/15
CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS Fine, imprisonment, or both. (See 18 U.S.C. 287, 1001.)			

The claimant is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages sustained by the Government. (See 31 U.S.C. 3729).

INSURANCE COVERAGE

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of the vehicle or property.

15. Do you carry accident insurance? ☐ Yes If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number. ☒ No

16. Have you filed a claim with your insurance carrier in this instance, and if so, is it full coverage or deductible? ☐ Yes ☒ No 17. If deductible, state amount.

18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts).

19. Do you carry public liability and property damage insurance? ☐ Yes If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code). ☒ No

INSTRUCTIONS

Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.

Complete all items - Insert the word NONE where applicable.

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY

Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

If instruction is needed in completing this form, the agency listed in item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item number 12 of this form.

DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.

The amount claimed should be substantiated by competent evidence as follows:

- (a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of the injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.
- (b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.
- (c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.
- (d) Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.

PRIVACY ACT NOTICE

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

- A. **Authority:** The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

- B. **Principal Purpose:** The information requested is to be used in evaluating claims.
- C. **Routine Use:** See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.
- D. **Effect of Failure to Respond:** Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid."

PAPERWORK REDUCTION ACT NOTICE

This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director, Torts Branch, Attention: Paperwork Reduction Staff, Civil Division, U.S. Department of Justice, Washington, DC 20530 or to the Office of Management and Budget. Do not mail completed form(s) to these addresses.

(b)(6)

Itinerary

Carrier	Flight #	Departing	Arriving	Fare Code
(b)(6)				

(b)(6)

Receipt

Passenger	Ticket #	Fare-USD	Taxes and Carrier-Imposed Fees	Ticket Total
(b)(6)		352.56	54.64	407.20
		352.56	54.64	407.20
		352.56	54.64	407.20
Exchange				

One or more of your flights is a Codeshare flight and is operated by a Partner Airline. If your journey begins with a flight operated by one of American's Partner Airlines, then please check-in with the Partner Airline for that portion of your journey. Upon check-in they will check your luggage to its final destination and provide boarding passes for your connecting flights, if applicable.

Electronic tickets are NOT TRANSFERABLE. Tickets with nonrestrictive fares are valid for one year from original date of issue. If you have questions regarding our refund policy, please visit www.aa.com/refunds.

If you purchased a Preferred Seat prior to this Schedule Change, please visit www.aa.com to ensure your seat reservation has not changed.

To change your reservation, please visit **Customer Service**.

Check-in times will vary by departure location. In order to determine the time you need to check-in at the airport, please visit www.aa.com/airportexpectations.

Air transportation on American Airlines and the American Eagle carriers® is subject to American's conditions of carriage.

*\$1221.60
Seek to
get reimbursed*

NOTICE OF INCORPORATED TERMS OF CONTRACT

Air Transportation, whether it is domestic or international (including domestic portions of international journeys) is subject to the individual terms of the transporting air carriers, which are herein incorporated by reference and made part of the contract of carriage. Other carriers on which you may be ticketed may have different conditions of carriage. International air transportation, including the carrier's liability, may also be governed by applicable tariffs on file with the U.S. and other governments and by the Warsaw Convention, as amended, or by the Montreal Convention. Incorporated terms may include, but are not restricted to: 1. Rules and limits on liability for personal injury or death, 2. Rules and limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation charges, 3. Claim restrictions including time periods in which passengers must file a claim or bring an action against the air carrier, 4. Rights on the air carrier to change terms of the contract, 5. Rules on reconfirmation of reservations, check-in times and refusal to carry, 6. Rights of the air carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of alternate air carriers or aircraft and rerouting.

You can obtain additional information on items 1 through 6 above at any U.S. location where the transporting air carrier's tickets are sold. You have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive (free of charge) the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any U.S. location where the air carrier's tickets are sold or you can click on the Conditions of Carriage button below.

If you have a customer service issue, please [Contact AA](#).

NOTICE: This email and any information, files or attachments are for the exclusive and confidential use of the intended recipient(s). This message contains confidential and proprietary information of American Airlines (such as customer and business data) that may not be read, searched, distributed or otherwise used by anyone other than the intended recipient. If you are not an intended recipient, please do not read, distribute, or take action in reliance upon this message. If you suspect you have received this email in error, please notify the sender and promptly delete this message and its attachments from your computer.



[Conditions of Carriage](#)
[Status Notification](#)

[Special Assistance](#)

[Flight Check-in](#)

[Flight](#)

(b)(6)


(b)(6)

From: (b)(6)
Sent: Tuesday, July 21, 2015 10:14 AM
To: (b)(6)
Subject: (b)(6)

Sent from my iPhone

Begin forwarded message:

From: "American Airlines@aa.com" <notify@aa.globalnotifications.com>
Date: July 21, 2015 at 8:48:23 AM EDT
To: (b)(6)
Subject: (b)(6)

[Reservations](#) [Redeem Miles](#) [My Account](#) [Deals](#)

eTicket Itinerary & Receipt Confirmation

(b)(6) Ticket Issued: Jul 21, 2015

Thank you for choosing American Airlines / American Eagle, a member of the oneworld® Alliance.

There has been a recent SCHEDULE CHANGE to the passenger's reservation and the current itinerary is listed below. Print and retain this document for use throughout your trip.




Please check your departure/arrival gate information prior to arriving at the airport.

Check-in options may be found at www.aa.com/options. Should you need to change your reservation, please call 1-800-433-7300 and refer to the below record locator. If you reside outside the U.S., please visit Customer Service for the AA office nearest you.

You can now Manage Your Reservation on aa.com, where you can check in and purchase additional items to customize your journey. A variety of seating options are also available for purchase to enhance your travel with features such as convenient front of cabin location, extra legroom and early boarding.



As American and US Airways merge, many changes are taking place at our airport locations. Visit Find Your Way to assist with your journey.

For faster check-in at the airport, scan the barcode below at any AA Self-Service machine.



Earn 35,000 bonus miles and a free checked bag. [Learn more »](#)

Up to 35% off plus 500 AAdvantage® bonus miles per day.



Book a Hotel »



Book a Car »



Buy Trip Insurance »



BOOK HOTELS →

(b)(6)

From: (b)(6)
Sent: Monday, August 17, 2015 10:14 AM
To: (b)(6)
Subject: FW: Reservation Cancelled

From: (b)(6)
Sent: Friday, August 14, 2015 9:11 PM
To: (b)(6)
Subject: Reservation Cancelled

(b)(6)

Lake Powell
Cancelled
entire
TRIP

Reservation Cancellation

4 boats
ect.

Dear (b)(6)

We're sorry to hear you have cancelled your reservation. Your cancellation information is below.

Cancellation Information

Itinerary Number	(b)(6)
Reservation Number	(b)(6)
Guest Name	(b)(6)
Arrival Date	Friday, August 21, 2015
Departure Date	Tuesday, August 25, 2015
Adults / Children	(b)(6)
Accommodations	20' Baja Powerboat
Cancellation Policy	Cancelling within 72 hours of arrival will result in forfeiture of deposit.

We sincerely hope you are able to experience (b)(6) in the near future. The next time your travels bring you to the area, we would truly enjoy having the opportunity to serve you.

Sincerely,

(b)(6)

(b)(6)



(b)(6)

From: (b)(6)
Sent: Monday, August 17, 2015 10:14 AM
To: (b)(6)
Subject: FW: Reservation Cancelled

From: (b)(6)
Sent: Friday, August 14, 2015 9:11 PM
To: (b)(6)
Subject: Reservation Cancelled

(b)(6)

Reservation Cancellation

Dear (b)(6)

We're sorry to hear you have cancelled your reservation. Your cancellation information is below.

Cancellation Information

Itinerary Number	(b)(6)
Reservation Number	(b)(6)
Guest Name	(b)(6)
Arrival Date	Friday, August 21, 2015
Departure Date	Tuesday, August 25, 2015
Adults / Children	(b)(6)
Accommodations	PWC
Cancellation Policy	Cancelling within 72 hours of arrival will result in forfeiture of deposit.

We sincerely hope you are able to experience (b)(6) in the near future. The next time your travels bring you to the area, we would truly enjoy having the opportunity to serve you.

Sincerely,

(b)(6)

(b)(6)



(b)(6)

From: (b)(6)
Sent: Monday, August 17, 2015 10:14 AM
To: (b)(6)
Subject: FW: Reservation Cancelled

From: (b)(6)
Sent: Friday, August 14, 2015 9:11 PM
To: (b)(6)
Subject: Reservation Cancelled

(b)(6)

Reservation Cancellation

Dear (b)(6)

We're sorry to hear you have cancelled your reservation. Your cancellation information is below.

Cancellation Information	
Itinerary Number	(b)(6)
Reservation Number	(b)(6)
Guest Name	(b)(6)
Arrival Date	Friday, August 21, 2015
Departure Date	Tuesday, August 25, 2015
Adults / Children	(b)(6)
Accommodations	19' Powerboat
Cancellation Policy	Cancelling within 72 hours of arrival will result in forfeiture of deposit.

We sincerely hope you are able to experience (b)(6) in the near future. The next time your travels bring you to the area, we would truly enjoy having the opportunity to serve you.

Sincerely,

(b)(6)



(b)(6)

(b)(6)

From: (b)(6)
Sent: Monday, August 17, 2015 10:14 AM
To: (b)(6)
Subject: FW: Reservation Cancelled

From: (b)(6)
Sent: Friday, August 14, 2015 9:11 PM
To: (b)(6)
Subject: Reservation Cancelled

(b)(6)

Reservation Cancellation

Dear (b)(6)

We're sorry to hear you have cancelled your reservation. Your cancellation information is below.

Cancellation Information

Itinerary Number	(b)(6)
Reservation Number	(b)(6)
Guest Name	(b)(6)
Arrival Date	Friday, August 21, 2015
Departure Date	Tuesday, August 25, 2015
Adults / Children	(b)(6)
Accommodations	65' Lake Yacht
Cancellation Policy	Cancelling 60+ days prior to arrival forfeits \$100. 59-45 days before arrival forfeits \$500. Within 44 days of arrival forfeits full rental value of houseboat.

We sincerely hope you are able to experience (b)(6) in the near future. The next time your travels bring you to the area, we would truly enjoy having the opportunity to serve you.

Sincerely,

(b)(6)

(b)(6)



(b)(6)

From: (b)(6)
Sent: Monday, August 17, 2015 10:15 AM
To: (b)(6)
Subject: FW: Reservation Cancelled

From: (b)(6)
Sent: Friday, August 14, 2015 9:11 PM
To: (b)(6)
Subject: Reservation Cancelled

(b)(6)

Reservation Cancellation

Dear (b)(6)

We're sorry to hear you have cancelled your reservation. Your cancellation information is below.

Cancellation Information	
Itinerary Number	(b)(6)
Reservation Number	
Guest Name	
Arrival Date	Friday, August 21, 2015
Departure Date	Tuesday, August 25, 2015
Adults / Children	(b)(6)
Accommodations	48' Navigator
Cancellation Policy	Once reservation is confirmed, it cannotbe canceled or changed. Canceling or changing will result in full forfeiture of the reservation value.

We sincerely hope you are able to experience (b)(6) in the near future. The next time your travels bring you to the area, we would truly enjoy having the opportunity to serve you.

Sincerely,
(b)(6)



(b)(6)